

FILED

OCT 02 1997

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

DOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE:)
)
SHARON A. HEDINGER,)
)
Debtor.) Case No. 97-02690-M
) Chapter 7
)
FIRST USA BANK, d/b/a FIRST USA)
MASTERCARD,)
)
Plaintiff,)
vs.) Adversary No. 97-0270-M
)
SHARON A. HEDINGER,)
)
Defendant.)

JOURNAL ENTRY OF JUDGMENT

NOW on this 2nd day of October, 1997, came on for ~~hearing on~~ ^{review of} the stipulation of the parties. Plaintiff appeared by its attorneys of record, TIPS & GIBSON, and Defendant appeared by her attorney, Matthew Browne. Both parties, ^{By their signatures affixed hereto, indicated} ~~announced~~ that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this adversary proceeding and the parties.
2. This is a core proceeding.
3. It is agreed that the said sum of **\$5,000.00** is nondischargeable and that judgment should be granted to the Plaintiff in that sum, plus interest, attorney's fees, and accrued and accruing costs.
4. It is further agreed that if the Defendant pays the Plaintiff the sum of **\$3,000.00** with no accruing interest in consecutive monthly payments of **\$100.00**,

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Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

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15th MSB
commencing on the ~~1st~~ day of September, 1997, following with 29 consecutive monthly payments of \$100.00, such total payment of **\$3,000.00** will be accepted as full and complete settlement of this obligation.

5. It is further agreed that, however, if Defendant defaults under the terms of this settlement, the Plaintiff shall have final judgment against the Defendant in the full sum of \$3,000.00, with interest thereon from February 1, 1991, at the contractual bank interest rate per annum, attorney's fees and all costs accrued and accruing, *less credits for any payments received* as set by the Court.

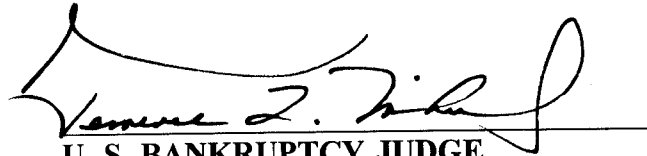
THE Court having reviewed and approved the stipulations of the parties, finds and, it is:

THEREFORE ADJUDGED AND DECREED that the indebtedness due FIRST USA BANK d/b/a FIRST USA MASTERCARD from Defendant/Debtor **SHARON A. HEDINGER**, in the amount **\$5,000.00** be, and is determined to be nondischargeable; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that FIRST USA BANK d/b/a FIRST USA MASTERCARD, is granted a judgment against **SHARON A. HEDINGER**, for the principal sum of **\$5,000.00**, plus interest at the contractual bank rate per annum from October 17, 1996, an attorney's fee, and accrued and accruing costs; and it is

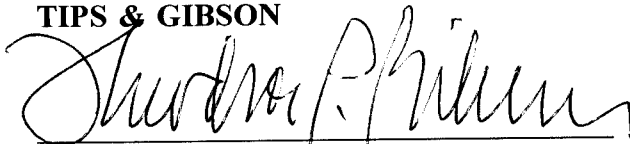
FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant/Debtor **SHARON A. HEDINGER**, is hereby granted a stay of execution upon the full amount of the judgment of \$5,000.00, plus attorney fees and costs, conditioned upon her agreed payment to the Plaintiff the sum of **\$3,000.00**, payable in consecutive monthly payments of **\$100.00** per month commencing on the *15th MSB* ~~1st~~ day of **September, 1997**, and following with 29 consecutive monthly payments of **\$100.00** on or before the **1st** day of each and every month thereafter until said total sum of **\$3,000.00** is paid in full.

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that this judgment shall be satisfied in full upon the payment of the said total sum of **\$3,000.00** if said payments are made timely as set forth above.


U. S. BANKRUPTCY JUDGE

Approved as to Form and Content:

TIPS & GIBSON



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SHARON A. HEDINGER
Debtor/Defendant



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